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State Farm Mutual Automobile
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8

9
10 UNITED STATES DISTRICT COURT
11
12 DISTRICT OF NEVADA

13 STAFFORD JOHN SAMPSON, individually,
14 Plaintiff, Case No: 2:21-cv-01921-APG-EJY
15 vs.
16 STATE FARM MUTUAL AUTOMOBILE
INSURANCE COPANY; DOES I through X,
inclusive, and ROE BUSINESS ENTITIES I
through X, inclusive,
17 Defendants.

18 **STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT**
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20 PLAINTIFF, STAFFORD JOHN SAMPSON, by and through his counsel of record, Clark
21 Seegmiller, Esq., of the RICHARD HARRIS LAW FIRM; and DEFENDANT, STATE FARM
22 MUTUAL AUTOMOBILE INSURANCE COMPANY (hereinafter "STATE FARM INSURANCE"),
23 by and through its counsel of record, Ryan L. Dennett, Esq. of the law firm of DENNETT
24 WINSPEAR, LLP, hereby enter into the following STIPULATION AND ORDER REGARDING
25 CONFIDENTIALITY AGREEMENT:
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27 WHEREAS PLAINTIFF has filed the above-identified suit against DEFENDANT, STATE
FARM INSURANCE;
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1 WHEREAS STATE FARM INSURANCE was served with Plaintiff's request for production
2 of documents at the LR-26 Meet and Confer Meeting and anticipates that STATE FARM
3 INSURANCE may be served with additional requests for documents in connection with the
4 instant suit;

5 WHEREAS STATE FARM INSURANCE has asserted a privilege and will continue to
6 assert a privilege, that the materials to be disclosed and sought by PLAINTIFF are of a
7 confidential or proprietary nature and constitute a trade secret under applicable law, and will
8 assert such a privilege from disclosure of documents and discovery as to any current and future
9 requests for production of documents;

10 WHEREAS PLAINTIFF and DEFENDANT STATE FARM INSURANCE desire to
11 expedite and facilitate the discovery process in this litigation while protecting the business
12 interests of STATE FARM INSURANCE to its trade secrets; and

13 WHEREAS PLAINTIFF and DEFENDANT STATE FARM INSURANCE agree that the
14 easiest and most economical way to accomplish this goal is through the execution of this
15 STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT.

16 IT IS THEREFORE AGREED as follows:

17 1. Documents that will be produced by STATE FARM INSURANCE and designated
18 as "Confidential" as provided pursuant to this STIPULATION AND ORDER REGARDING
19 CONFIDENTIALITY AGREEMENT are claimed by STATE FARM INSURANCE to be of a
20 confidential or proprietary nature by STATE FARM INSURANCE at or about the time of the
21 incident or transactions at issue in this litigation or at some time later. The purpose of this
22 STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT is to protect the
23 confidentiality of these documents.

24 2. Documents and information produced in this case by STATE FARM INSURANCE
25 shall be protected from inappropriate disclosure in accordance with the following terms and
26 conditions:

27 a. STATE FARM INSURANCE may, in good faith, designate documents or
28 discovery information "confidential" including, but not limited to:

i. All documents and/or information that Defendant believes to constitute or disclose trade secrets or other confidential research, development, testing, or commercial information or other information that it is entitled to keep in confidence;

ii. Business marketing, testing, training materials, research or strategic plans relating to any materials, products, goods and/or services;

iii. Discovery material reflecting or relating to research, testing or financial data; and/or

iv. All documents and/or information containing or referring to internal evaluations and/or criticisms of any of STATE FARM INSURANCE products, goods, services, practices and/or procedures, as well as any claims handling materials for claims brought against STATE FARM INSURANCE.

b. All documents produced by STATE FARM INSURANCE in this case and designated "confidential" shall be used solely for the purpose of "this action" and shall not be made available to persons other than "qualified persons" as defined in Paragraph 3. "This action" specifically refers to the pretrial proceedings and trial or settlement of the above-referenced cause of action, and no other.

3. "Qualified persons" means:

a. A party to this action, an officer, director, employee or partner or a party of in-house counsel having direct responsibility for, working directly on, or testifying in connection with this action who has executed a Declaration in the form attached hereto as Exhibit A the executed Exhibit A shall be delivered to counsel for STATE FARM INSURANCE; and/or

b. Counsel of record for the parties and the legal assistants and regularly employed office staff of the counsel of record for the parties; and/or

c. A person retained by a party or its attorneys of record to assist in this action, such as independent accountants, expert witnesses, statisticians, economists, consultants or other technical experts and/or consultants, who have signed a Declaration in the form of Exhibit A hereto. Delivery of the executed Exhibit A must be provided to counsel for STATE FARM INSURANCE at the time an expert report is provided, expert disclosures are due or at the

1 conclusion of this case, whichever comes first; and/or

2 d. Court officials involved in this action, including the Court and its staff, court
3 reporters, persons operating video recording equipment at depositions, and any Special Master
4 appointed by the Court; and/or

5 e. Actual or potential deposition witnesses in this action who are assisting counsel in
6 the prosecution or defense of this action or whom counsel must advise concerning the status of
7 this action who have executed a Declaration in the form attached hereto as Exhibit A.

8 4. Unless prior written consent for further disclosure has been obtained from counsel
9 for STATE FARM INSURANCE or permission for such disclosure has been given by the Court,
10 each qualified person identified in Paragraphs 3(a), (c), and (e) above, as well as counsel for
11 third-party witnesses, to whom delivery, exhibition or disclosure of any materials designed as
12 confidential is made, shall be provided with a copy of this STIPULATION AND ORDER
13 REGARDING CONFIDENTIALITY AGREEMENT.

14 5. "Confidential" documents and other discovery materials shall include all originals
15 and copies of any document and/or information that STATE FARM INSURANCE has designated
16 as such by stamping the cover or other page or by stamping a blank sheet affixed to the cover or
17 other page with the word "CONFIDENTIAL" or in any other reasonable manner appropriate to
18 the form in which the confidential information is made available to the qualified persons as
19 defined in Paragraph 3. In lieu of stamping the originals of documents, STATE FARM
20 INSURANCE may stamp copies that are produced or exchanged, or indicate in some
21 appropriate fashion that the documents are confidential under this STIPULATION AND ORDER
22 REGARDING CONFIDENTIALITY AGREEMENT. Notwithstanding the foregoing, documents or
23 other discovery materials produced and not so designated through mistake, an inadvertence, or
24 for any other reason shall likewise be deemed confidential if later designated.

25 6. In the event that a "qualified person" ceases to engage in the preparation for trial
26 or trial of this proceeding, access by such person to confidential documents and other discovery
27 materials of STATE FARM INSURANCE shall be terminated. However, the provisions of this
28 STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT shall remain in

1 full force and effect as to all persons who have obtained access to such documents or other
2 discovery materials of STATE FARM INSURANCE designated for protection hereunder in
3 perpetuity.

4 7. Counsel for the parties shall maintain a list of the names of all persons, including
5 all experts, expected to testify at trial, who inspect or view confidential documents and other
6 discovery information or who receive any copies of such confidential documents or discovery
7 information and shall make such a list available to STATE FARM INSURANCE at the conclusion
8 of this litigation.

9 8. This STIPULATION AND ORDER REGARDING CONFIDENTIALITY
10 AGREEMENT initially protects from disclosure all documents that the producing party designates
11 in good faith as "confidential". Upon delivery of any document or other information so
12 designated, another party may, within 20 days of delivery of the document or other information,
13 send a letter to the producing party challenging any such designations by indicating by bates
14 number ranges or other sufficient identifying information precisely which documents the
15 challenging party asserts are not in fact "confidential". The parties shall confer in good faith in an
16 attempt to informally resolve the dispute. If such attempt is unsuccessful, the party disputing the
17 "confidential" designation of the document(s), shall file a motion for a protective order regarding
18 any designations in question, enclosing, where appropriate, the documents challenged for in
19 camera review. The opposing party shall oppose the Motion per FRCP. Movant shall apply, if
20 necessary, and submit the motion. Upon stipulation approved by the court, the parties may
21 expedite briefing. The documents challenged hereunder retain their status as "confidential
22 information" hereunder unless or until the court order that they be released from such status.

23 9. Documents initially designated as "confidential" by either party are solely to be
24 used within the confines of this litigation.

25 10. Nothing contained herein shall prevent disclosure beyond the terms of this
26 STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT if STATE FARM
27 INSURANCE consents in writing to such disclosure; or if the Court, after notice to all affected
28 persons, allows such disclosure; or if the party to whom confidential information has been

1 produced thereafter becomes obligated to disclose the information in response to a lawful
2 subpoena, PROVIDED THAT the subpoenaed party gives prompt written notice to counsel for
3 STATE FARM INSURANCE and permits STATE FARM INSURANCE's counsel sufficient time to
4 intervene and seek appropriate relief in the action in which the subpoena was issued.

5 11. Nothing in this STIPULATION AND ORDER REGARDING CONFIDENTIALITY
6 AGREEMENT, nor any action taken in compliance with it, shall:

7 a. Operate as an admission by STATE FARM INSURANCE that any particular
8 document, or discovery material, deposition transcript, or discovery response is or is not
9 confidential; or

10 b. Prejudice in any way the right of any party to seek a determination by the Court
11 whether particular documents or other information should or should not be disclosed or if
12 disclosed whether it should remain subject to the terms of this STIPULATION AND ORDER
13 REGARDING CONFIDENTIALITY AGREEMENT.

14 Any party may request the Court to modify or otherwise grant relief from any provision of
15 this STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT.

16 12. Nothing in this STIPULATION AND ORDER REGARDING CONFIDENTIALITY
17 AGREEMENT shall be deemed to impair STATE FARM INSURANCE's right to object to the
18 production of documents or information on any ground, or to assert that the documents or
19 information sought are privileged or otherwise protected from disclosure or to demand more
20 stringent restrictions for the treatment or disclosure of any documents or discovery information
21 on any ground that may be warranted by the circumstances of a particular document request.

22 13. Nothing in this STIPULATION AND ORDER REGARDING CONFIDENTIALITY
23 AGREEMENT shall bar or otherwise restrict any attorney herein from rendering advice to his or
24 her client with respect to this case.

25 14. The parties and their attorneys, and any "qualified persons" who receive
26 confidential information subject to this STIPULATION AND ORDER REGARDING
27 CONFIDENTIALITY AGREEMENT, who intentionally, knowingly, or otherwise violate the terms
28 of this STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT shall be

1 jointly and severally liable to STATE FARM INSURANCE for all damages arising therefrom and
2 STATE FARM INSURANCE may pursue any and all civil remedies available to it for breach of
3 the terms of this STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT.

4 15. This STIPULATION AND ORDER REGARDING CONFIDENTIALITY
5 AGREEMENT may be modified by executing a revised stipulation and order among all parties,
6 approved by the Court or by application by noticed motion.

7 16. As defined within numbered paragraphs 2 and 5 of this STIPULATION AND
8 ORDER REGARDING CONFIDENTIALITY AGREEMENT, STATE FARM may in good faith
9 designate documents as "confidential" in accordance with the definitions therein, and the
10 designation may be challenged by a party in the manner described within numbered paragraph 8
11 of this STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT.

12 Notwithstanding the foregoing, documents or other discovery materials produced via
13 mistake and/or via inadvertent disclosure that are either subject to attorney-client privilege, or are
14 "confidential" (as explained herein), and not so designated as "confidential" (either through
15 mistake and/or inadvertence or for any other reason), shall likewise be deemed confidential if
16 later designated, or withdrawn if subject to privilege, by the producing party and within 10 days of
17 delivery of the mistaken and/or inadvertently disclosed document or other information, with the
18 receiving party to send a letter to the producing party with notice to the other parties, and the
19 producing party may elect to request to withdraw the mistaken and/or inadvertent disclosed
20 document within 10 days thereafter.

21 The parties shall confer in good faith in an attempt to informally resolve the dispute
22 regarding the inadvertent and/or mistaken production as necessary. If such attempt is
23 unsuccessful, the party claiming privilege (attorney-client), and/or unauthorized and/or
24 inadvertent designation of the document(s), shall file a motion for a protective order regarding
25 any designations in question, enclosing, where appropriate, the documents challenged for in
26 camera review. The opposing party shall oppose the Motion per FRCP. Movant shall apply, if
27 necessary, and submit the motion. Upon stipulation approved by the court, the parties may
28 expedite briefing. The documents challenged hereunder retain their status as "confidential

1 information" hereunder unless or until the court order that they be released from such status.

2 17. Nothing in this STIPULATION AND ORDER REGARDING CONFIDENTIALITY
 3 AGREEMENT shall be construed as a waiver of any rights by any party with respect to matters
 4 not specifically provided for herein.

5 18. Unless otherwise permitted by statute, rule or prior court order, papers filed with
 6 the court under seal shall be accompanied by a contemporaneous motion for leave to file those
 7 documents under seal, and shall be filed consistent with the court's electronic filing procedures in
 8 accordance with Local Rule 10-5(b). Notwithstanding any agreement among the parties, the
 9 party seeking to file a paper under seal bears the burden of overcoming the presumption in favor
 10 of public access to papers filed in court. *Kamakana v. City and County of Honolulu, 447 F.2d*
 11 *1172 (9th Cir. 2006)*.

12 DATED this 7th day of April, 2022.

13 **RICHARD HARRIS LAW FIRM**

14
 15 By /s/ Clark Seegmiller
 16 Clark Seegmiller, Esq.
 17 Nevada Bar No. 3873
 18 801 South Fourth Street
 19 Las Vegas, Nevada 89101
 20 Telephone: 702-444-4444
 21 Facsimile: 702-444-4455
 22 clark@richardharrislaw.com
 23 **Attorneys for Plaintiff**
 24 **Stafford John Sampson**

16 DATED this 7th day of April, 2022.

17 **DENNNETT WINSPEAR, LLP**

18
 19 By /s/ Jennifer Insley Micheri
 20 JENNIFER INSLEY MICHERI, ESQ.
 21 Nevada Bar No. 10089
 22 3301 N. Buffalo Drive, Suite 195
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 26 **Attorneys for Defendants**
 27 **STATE FARM MUTUAL AUTOMOBILE**
 28 **INSURANCE COMPANY**

1 **ORDER**
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4 Good cause appearing therefore, IT IS SO ORDERED.
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7 DATED this 7th day of April, 2022.
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10 UNITED STATES MAGISTRATE JUDGE

11 Submitted by:
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13 **DENNETT WINSPEAR, LLP**
14

15 By /s/ Jennifer Insley Micheri
16 RYAN L. DENNETT, ESQ.
17 Nevada Bar No. 005617
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23 **STATE FARM MUTUAL AUTOMOBILE**
24 **INSURANCE COMPANY**
25
26
27
28

DENNETT WINSPEAR
ATTORNEYS AT LAW

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EXHIBIT A2
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ACKNOWLEDGMENT AND AGREEMENT TO
ABIDE BY STIPULATION AND ORDER
REGARDING CONFIDENTIALITY AGREEMENT5
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THE UNDERSIGNED HEREBY UNDERSTANDS AND ACKNOWLEDGES that he or she
has read the Stipulation and Order Regarding Confidentiality Agreement filed in this action on
_____, 2022. The Undersigned hereby acknowledges that a Stipulation and
Order Regarding Confidentiality Agreement in the case of *STAFFORD JOHN SAMPSON v State*
Farm Mutual Automobile Insurance Company, et al., was filed in the United States District Court
Southern District for the District of Nevada and entitled "STIPULATION AND ORDER
REGARDING CONFIDENTIALITY AGREEMENT."20
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The Undersigned agrees to be bound by the terms of the above-mentioned Stipulation
and Order Regarding Confidentiality Agreement in the same manner as the parties to the
Stipulation and Order and their respective attorneys. The Undersigned agrees to provide Ryan
L. Dennett, Esq., attorney for Defendant STATE FARM INSURANCE, with written notice of any
document sharing as well as a list of any recipients of shared documents. The Undersigned also
agrees, as provided in the Stipulation and Order Regarding Confidentiality Agreement, to submit
to the jurisdiction of the United States District Court Southern District for the District of Nevada
for any proceedings related to any violation or threatened violation of this Order.

Dated: _____

Litigant

Litigant

Litigant

Attorney